

BEFORE THE
STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the First Amended Accusation
Against:

FIDEL ESPINOZA
1315 Kinbrae Avenue
Hacienda Heights, CA 91745
Operator License No. OPR 12439

Respondent.

Case No. 2014-58
OAH No. 2014100608

Case No. 2014-57
OAH No. 2015031095

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the
Structural Pest Control Board, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on January 6, 2016.

It is so ORDERED December 7, 2015



FOR THE STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS

1 KAMALA D. HARRIS
Attorney General of California
2 ARMANDO ZAMBRANO
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8 **BEFORE THE**
STRUCTURAL PEST CONTROL BOARD
9 **DEPARTMENT OF CONSUMER AFFAIRS**
STATE OF CALIFORNIA

10 In the Matter of the First Amended Accusation
Against:

Case No. 2014-58
OAH No. 2014100608

11 **REAL ESTATE TERMITE; ULYSSES**
12 **TERRONES; SAVIER TERRONES;**
13 **ANGELO TERRONES, et al.**

Case No. 2014-57
OAH No. 2015031095

14 2537 W. Beverly Blvd., Suite 202
Montebello, CA 90640

15 Company Registration Certificate No. PR
6359

STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER

16 **ESTATE TERMITE; VICTORIA SALAS,**
President, et al.

17 2537 W. Beverly Blvd., Suite 202
Montebello, CA 90640

18 Company Registration Certificate No. PR
6260

19 **FIDEL ESPINOZA**

20 1315 Kinbrae Avenue
Hacienda Heights, CA 91745
21 Operator License No. OPR 12439

22 Respondents.
23
24

25 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
26 entitled proceedings that the following matters are true:

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28 //

1 PARTIES

2 1. Susan Saylor (Complainant) is the Registrar/Executive Officer of the Structural Pest
3 Control Board. She brought this action solely in her official capacity and is represented in this
4 matter by Kamala D. Harris, Attorney General of the State of California, by Langston M.
5 Edwards, Deputy Attorney General.

6 2. Respondent Fidel Espinoza (Respondent) is representing himself in this proceeding
7 and has chosen not to exercise his right to be represented by counsel.

8 3. On or about November 2, 2012, the Structural Pest Control Board issued Operator
9 License No. OPR 12439 to Respondent. The Operator License was in full force and effect at all
10 times relevant to the charges brought in Accusation Nos. 2014-57 and 2014-58 and will expire on
11 June 30, 2018, unless renewed.

12
13 JURISDICTION

14 4. Accusation Nos. 2014-57 and 2014-58 were filed before the Structural Pest Control
15 Board (Board), Department of Consumer Affairs, and are currently pending against Respondent.
16 The Accusations and all other statutorily required documents were properly served on
17 Respondent on May 29, 2014. Respondent timely filed his Notice of Defense contesting the
18 Accusations.

19 5. A copy of Accusation Nos. 2014-57 and 2014-58 are attached as **Exhibit A** and
20 incorporated herein by reference.

21
22 ADVISEMENT AND WAIVERS

23 6. Respondent has carefully read, and understands the charges and allegations in
24 Accusation Nos. 2014-57 and 2014-58. Respondent has also carefully read, and understands the
25 effects of this Stipulated Settlement and Disciplinary Order.

26 7. Respondent is fully aware of his legal rights in this matter, including the right to a
27 hearing on the charges and allegations in the Accusation; the right to be represented by counsel at
28 his own expense; the right to confront and cross-examine the witnesses against him; the right to

1 present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel
2 the attendance of witnesses and the production of documents; the right to reconsideration and
3 court review of an adverse decision; and all other rights accorded by the California
4 Administrative Procedure Act and other applicable laws.

5 8. Respondent voluntarily, knowingly, and intelligently waives and gives up each and
6 every right set forth above.

7
8 **CULPABILITY**

9 9. Respondent admits the truth of each and every charge and allegation in Accusation
10 Nos. 2014-57 and 2014-58.

11 10. Respondent agrees that his Operator License is subject to discipline and he agrees to
12 be bound by the Board's probationary terms as set forth in the Disciplinary Order below.

13
14 **CONTINGENCY**

15 11. This stipulation shall be subject to approval by the Structural Pest Control Board.
16 Respondent understands and agrees that counsel for Complainant and the staff of the Structural
17 Pest Control Board may communicate directly with the Board regarding this stipulation and
18 settlement, without notice to or participation by Respondent. By signing the stipulation,
19 Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the
20 stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this
21 stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of
22 no force or effect, except for this paragraph, it shall be inadmissible in any legal action between
23 the parties, and the Board shall not be disqualified from further action by having considered this
24 matter.

25 12. The parties understand and agree that Portable Document Format (PDF) and facsimile
26 copies of this Stipulated Settlement and Disciplinary Order, including Portable Document Format
27 (PDF) and facsimile signatures thereto, shall have the same force and effect as the originals.
28

13. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

14. In consideration of the foregoing admissions and stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Operator License No. OPR 12439 issued to Respondent Fidel Espinoza (Respondent) is revoked. However, the revocation is stayed and Respondent is placed on probation for five (5) years on the following terms and conditions.

1. **Obey All Laws.** Respondent shall obey all federal, state and local laws and all laws and rules relating to the practice of structural pest control.

2. **Quarterly Reports.** Respondent shall file quarterly reports with the Board during the period of probation.

3. **Tolling of Probation.** Should Respondent leave California to reside outside this state, Respondent must notify the Board in writing of the dates of departure and return. Periods of residency or practice outside the state shall not apply to reduction of the probationary period.

4. **Notice to Employers.** Respondent shall notify all present and prospective employers of the decision in Case Nos. 2014-57 and 2014-58 and the terms, conditions and restriction imposed on Respondent by said decision.

Within 30 days of the effective date of this decision, and within 15 days of Respondent undertaking new employment, Respondent shall cause his employer to report to the Board in writing acknowledging the employer has read the decision in Case Nos. 2014-57 and 2014-58.

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1 **5. Notice to Employees.** Respondent shall, upon or before the effective date of this
2 decision, post or circulate a notice to all employees involved in structural pest control operations
3 which accurately recite the terms and conditions of probation. Respondent shall be responsible
4 for said notice being immediately available to said employees. "Employees" as used in this
5 provision includes all full-time, part-time, temporary and relief employees and independent
6 contractors employed or hired at any time during probation.

7 **6. Completion of Probation.** Upon successful completion of probation, Respondent's
8 license will be fully restored.

9 **7. Violation of Probation.** Should Respondent violate probation in any respect, the
10 Board, after giving Respondent notice and an opportunity to be heard, may revoke probation and
11 carry out the disciplinary order which was stayed. If a petition to revoke probation is filed against
12 Respondent during probation, the Board shall have continuing jurisdiction until the matter is
13 final, and the period of probation shall be extended until the matter is final.

14 **8. Actual Suspension.** Operator License No. OPR 12439 issued to Respondent Fidel
15 Espinoza serves an actual suspension of ten (10) consecutive days, beginning on the effective date
16 of the decision.

17 **9. Restoration Bond.** Pursuant to Bus. & Prof. Code § 8697.3, Respondent will be
18 required, as a condition to the restoration of Operator License No. OPR 12439, to file a surety
19 bond in the sum of \$5000.00, due no later than the last day of suspension.

20 **10. Random Inspections.** Respondent shall reimburse the Board for one random
21 inspection per quarter by Board specialists during the period of probation not to exceed \$125 per
22 inspection.

23 **11. Prohibited from Serving as Officer, Director, Associate, Partner or Qualifying**
24 **Manager.** Respondent is prohibited from serving as an officer, director, associate, partner,
25 qualifying manager or branch office manager of any registered company during the period that
26 discipline is imposed on Operator's License No. OPR 12439.

27 **12. No Interest In Any Registered Company.** Respondent shall not have any legal or
28 beneficial interest in any company currently or hereinafter registered by the Board during the

1 period that discipline is imposed on Operator's License No. OPR 12439.

2 13. **Cost Recovery.** Pursuant to Section 125.3 of the California Business and Professions
3 Code, Respondent shall pay to the Board investigation and enforcement costs in the amount of
4 \$7,421.51. Said amount may be paid in monthly installments as agreed by the Board and shall be
5 paid in full no later than three (3) months prior to the end of probation. Probation shall not be
6 terminated until all costs are paid in full.

7
8 ACCEPTANCE

9 I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the
10 stipulation and the effect it will have on my Operator License. I enter into this Stipulated
11 Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be
12 bound by the Decision and Order of the Structural Pest Control Board.

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14 DATED: 07-17-15

15 FIDEL ESPINOZA
16 Respondent
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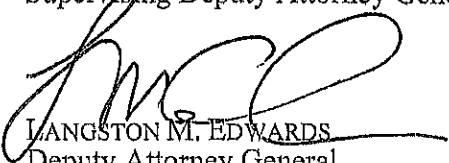
1 ENDORSEMENT

2 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully
3 submitted for consideration by the Structural Pest Control Board.

4 Dated: 7/29/15

5 Respectfully submitted,

6 KAMALA D. HARRIS
7 Attorney General of California
8 ARMANDO ZAMBRANO
9 Supervising Deputy Attorney General

10 
11 LANGSTON M. EDWARDS
12 Deputy Attorney General
13 *Attorneys for Complainant*

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